

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:)	
)	Chapter 11
MVK FARMCO LLC, <i>et al.</i> , ¹)	
)	Case No. 23-11721 (LSS)
Debtors.)	
)	(Jointly Administered)
)	

DEBTORS' NOTICE OF DEPOSITION OF ROYAL BANK OF CANADA

PLEASE TAKE NOTICE that, pursuant to Rule 30(b)(6) of the Federal Rules of Civil Procedure, made applicable to this proceeding by Rules 7030 and 9014 of the Federal Rules of Bankruptcy Procedure, and the local rules of the United States Bankruptcy Court, and the local rules of the United States Bankruptcy Court for the District of Delaware, MVK FarmCo, LLC and its debtor affiliates, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “Debtors”), by and through their attorneys, will take the deposition upon oral examination of a designee or designees of Royal Bank of Canada (“RBC”) in connection with confirmation proceedings on February 28, 2024 at 10:00 a.m. EST. The deposition will take place at a date and time mutually agreed upon by the parties and shall take place virtually. The deposition will take place before a court reporter and will be recorded by stenographic means, may be videotaped, and shall continue from day to day until it has been completed. The deposition shall continue from day to day until completed or otherwise adjourned or continued by agreement of counsel.

PLEASE TAKE FURTHER NOTICE THAT, pursuant to Federal Rules of Bankruptcy procedure 7030 and 9014 of the Federal Rule of Civil Procedure 30(b)(6), RBC must designate one or more persons to testify on their behalf with regard to all matters known or reasonably

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: MVK FarmCo LLC (5947); MVK Intermediate Holdings LLC (6016); Gerawan Farming LLC (1975); Gerawan Supply, Inc. (6866); Gerawan Farming Partners LLC (0072); Gerawan Farming Services LLC (7361); Wawona Farm Co. LLC (1628); Wawona Packing Co. LLC (7637); and GFP LLC (9201). The location of the Debtors’ service address is: 7700 N. Palm Ave., Suite 206, Fresno, CA 93711.

available to it on the matters set forth in **Schedule A** attached hereto. The Debtors request that RBC provide, as soon as reasonably possible, a written designation of the name(s) and position(s) of the persons who consent to testify on behalf of RBC.

Dated: February 13, 2024
Wilmington, Delaware

/s/ Joseph Barry

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Co-Counsel to the Debtors and Debtors in Possession

Schedule A

1. *Coöperatieve Rabobank U.A., New York Branch and Royal Bank of Canada's Joint Objection to Debtors' DIP Motion* [Docket No. 570].
2. *Coöperatieve Rabobank U.A., New York Branch and Royal Bank of Canada's Joint Objection to Joint Chapter 11 Plan of Liquidation of MVK FarmCo LLC and Its Debtor Affiliates* [Docket No. 574].
3. That certain support agreement among certain lenders of the Debtors, made and entered into as of October 12, 2023, including all exhibits thereto, by and among the parties thereto, as may be amended, modified, or supplemented from time to time, in accordance with its terms (the "Lender Support Agreement").
4. That certain Senior Intercreditor Agreement, dated April 3, 2023, among the Prepetition PropCo Agent, the Prepetition Bridge PropCo Collateral Agent and PropCo (as amended, restated, supplemented or modified) (the "Senior Bridge Intercreditor Agreement").
5. That certain Senior Intercreditor Agreement, dated April 3, 2023, among the Prepetition OpCo Agent, the Prepetition Bridge OpCo Collateral Agent and OpCo and GroupCo, as borrowers (as amended, restated, supplemented or modified) (the "Senior OpCo Intercreditor Agreement").
6. That certain Pari Passu Intercreditor Agreement, dated April 3, 2023, among the Prepetition OpCo Agent, the Prepetition Bridge OpCo Collateral Agent and OpCo and GroupCo, as borrowers (as amended, restated, supplemented or modified) (the "Pari Passu OpCo Intercreditor Agreement").
7. RBC's holdings in any of the Debtors' debt facilities.
8. Correspondence between RBC and any advisors concerning the Liquidation Analysis (Exhibit L of ECF 514 in the above-captioned case).
9. Correspondence between RBC and the holders of more than fifty percent of the sum of total loans and unused commitments under each of the Bridge Credit Agreement and the OpCo Credit Agreements (the "Required Lenders").
10. The senior secured roll up credit facility (plus all interest, fees, and other amounts accrued and outstanding on the DIP Loans immediately prior to the roll-up) (the "Exit Facility").
11. The promissory note representing the OpCo Lender's right to the \$30 million of sale proceeds (the "Promissory Note").
12. Correspondence between RBC and the ad hoc group of institutions holding debt issued by OpCo under that certain Credit Agreement dated September 13, 2019 (the "Ad Hoc Group of OpCo Lenders").